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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

1 Plaintiff, KEVIN MODA, hereby alleges:

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 1. Plaintiff, KEVIN MODA (“PLAINTIFF”) (“MODA”), is an individual
4 residing in the County of Los Angeles, California. MODA is a “consumer” within
5 meaning of Fair Debt Collection Practices Act (15 USCS §§ 1692 et seq.).

6 2. Defendant, **LAW OFFICES OF ROBERT C. ARONOFF, A**
7 **PROFESSIONAL CORPORATION** (“DEFENDANT”), is a business with its
8 primary location in the County of Los Angeles, and is a collection agency within
9 meaning of Fair Debt Collection Practices Act (15 USCS §§ 1692 et seq.).

10 3. Defendant, **ROBERT C. ARONOFF**, (“DEFENDANT”), is a person
11 with its primary location in the County of Los Angeles, and is a collection agency
12 within meaning of Fair Debt Collection Practices Act (15 USCS §§ 1692 et seq.).

13 4. On January 18, 2016, Mr. Robert C Aronoff, Esq., personally and the Law
14 Offices of Robert C Arnoff, a Professional Corporation (collectively “Aronoff”) caused
15 a letter to be transmitted by way of both the United States mail and by way of email to
16 Plaintiff, Kevin Moda, a demand for rents for residential property in which Mr. Moda
17 resides at. A copy of that letter is attached hereto and incorporated herein as **Exhibit A**.

18 5. In pertinent part, the letter stated that: “This firm represents Brivanlou
19 Pacoima, LLC, the successor to Harold Igdaloff the trustee of the 1993 Igdaloff Family
20 [Trust], which rented that referenced premises to you, beginning February 1, 2013.
21 Mahin Hakak, the managing member of Brivanlou Pacoima, LLC, informs me that as
22 of this date, you are 4 months behind in your rent payments.”

23 6. The January 18, 2016 letter further states: “the amount due is \$15,600, plus
24 late fees of \$1560.00. If the \$15,600.00 is paid before 5:00 PM on January 22, 2016,
25 the late fees will be waived. If not, I have been authorized to begin legal proceeding to
26 evict you from the premises and collect the amount due, including late fees, attorney’s
fees and court costs.”

1 7. The January 18, 2016 letter further states in pertinent part: "If the amount
2 is not paid by 5:00 PM on January 22, 2016, we will proceed with the myriad of legal
3 remedies available to my client."

4 8. Aronoff is a “debt collector” subject to the FDCPA as it is a corporation
5 and a professional who advertises and regularly engages in (by its own admission) (a)
6 collection of consumer debts owed to others; and who has (b) used a instrumentality of
7 interstate commerce and the mail in its business for the principal purpose of collecting
8 consumer debts. 15 USCA § 1692a (6). See **Exhibit B** attached hereto and
9 incorporated herein by reference (“my blog” appearing on the webpage of Arnoff as of
10 January 25, 2016).

11 9. 'Consumer debts' subject to the FDCPA are debts (obligations to pay
12 money) incurred, or alleged to be incurred, by natural persons in transactions involving
13 money, property, insurance, or services used primarily for personal, family or
14 household purposes. 15 USCA § 1692a (3), (5)--within purview of FDCPA whether or
15 not reduced to judgment.

16 10. Residential back-rent obligations are “consumer debts” within the meaning
17 of the FDCPA (the “Act”); and a three-day notice to pay rent or quit (required as a
18 prerequisite to summary eviction proceedings) is a 'communication' within the meaning
19 of the Act. Therefore, attorney (or other third party) debt collectors who serve three-day
20 nonpayment of rent notices on behalf of their landlord clients without the requisite
21 validation notice (either included in the notice or sent within five days thereafter)
22 violate the FDCPA. *Romea v. Heiberger & Assocs.* (2nd Cir. 1998) 163 F.3d 111, 115,
23 119; see also *Goldman v. Cohen* (2nd Cir. 2006) 445 F.3d 152, 156--attorney's
24 commencement of lawsuit seeking unpaid rent triggered FDCPA validation notice
25 requirements; *Hodges v. Feinstein, Raiss, Kelin & Booker, LLC* (2006) 383 N.J.Super.
26 596, 611, 893 A2d 21, 30—(“summary dispossess action against public housing tenants

COMPLAINT

for nonpayment of rent is action on a 'debt' within meaning of FDCPA and attorney filing action is 'debt collector' if attorney regularly files summary dispossess actions".)

3 11. Plaintiff is informed and believes on the basis of such information and
4 belief alleges that Defendants is responsible in some manner for the events described
5 herein below and are liable to Plaintiff for the damages that he incurred.

JURISDICTION

7 12. The United States District Court, for the Central District of California has
8 jurisdiction over the matters in controversy pursuant to 28 U.S.C. §1331 and 15 U.S.C.
9 §1692k(d).

VENUE

FIRST CAUSE OF ACTION

UNFAIR DEBT COLLECTION PRACTICE (DUNNING LETTER VIOLATION)

AGAINST ALL DEFENDANTS)

14. Plaintiff incorporates by reference the allegations of paragraph 1-13, supra as though fully set forth herein.

15. The January 18, 2016, letter is a letter that is in derogation of 15 USC §1692g as it does not contain any of the language that a dunning letter must:

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will

COMPLAINT

1 obtain verification of the debt or obtain a copy of a
 2 Judgment and mail you a copy of such Judgment or
 3 verification. If you request this office in writing
 4 within thirty (30) days after receiving this notice,
 5 this office will provide you with the name and
 6 address of the original creditor, if different from the
 7 current creditor.”

8 16. The January 18, 2016 letter violates the prohibition against
 9 debt collectors seeking to enforce obligation without providing the
 consumer with the 30 day period in which the dispute the debt.

10 17. The January 18, 2016 letter further violates the prohibition
 11 against as it seeks to impose liability of falsely representing the
 12 character/amount and the legal status of the allegedly debt owed. 15
 13 U.S.C. §1692e (2) (A).

14 18. Wherefore, the Plaintiff prays for judgment as follows
 15 hereunder.

16 **UNFAIR DEBT COLLECTION PRACTICE (DUNNING LETTER VIOLATION**
 17 **AGAINST ALL DEFENDANTS)**

18 19. Plaintiff incorporates by reference the allegations of paragraph 1-16, supra
 as though fully set forth herein.

20 21. 15 U.S.C. § 1692f specifically provides that a debt collector may not use
 22 unfair or unconscionable means to collect or attempt to collect any debt, including,
 23 without limitation, collecting "any amount (including any interest, fee, charge, or
 24 expense incidental to the principal obligation) unless such amount is expressly
 authorized by the agreement creating the debt or permitted by law." 15 U.S.C. § 1692f.

25 26. Along with filing suit under 15 U.S.C. § 1692e, consumers have a
 27 statutory remedy for a violation of the relatively broad Section 1692f, which prohibits
 unfair or unconscionable acts. See *Edwards v. McCormick*, 136 F. Supp.2d 795, 806

1 (S.D. Ohio 2001) (quoting *Adams v. Law Offices of Stuckert & Yates*, 926 F. Supp. 521,
 2 528 (E.D. Pa. 1996)) ("While § 1692d prohibits 'harassment or abuse,' and § 1692e
 3 forbids 'false or misleading representations,' § 1692f serves a backstop function,
 4 catching those 'unfair practices' which somehow manage to slip by §§ 1692d & 1692e.
 5 That is, '§ 1692f allows the court to sanction improper conduct that the FDCPA fails to
 6 address specifically.'")

7 22. 15 U.S.C. § 1692e (2) (A) also considers a violation of the Act when a
 8 debt collector falsely represents "the character, amount, or legal status of any debt".

9 23. Such is the case here. As can be seen by way of reference to **Exhibit C**,
 10 attached hereto and incorporated herein by reference, the Plaintiff was made subjected
 11 to violations of UCC §3-407 when the landlord materially altered negotiable
 12 instruments provided her to collect rents on multiple occasions for rents for the same
 13 month. Further, as of 2014, the Plaintiff expecting to be assigned to an overseas matter,
 14 started paying his rent in month in advance of when they were actually due. On
 October 31, 2015 he paid rents due for January 2016.

15 24. On or about January 7, 2016, before the Plaintiff had obtained his banking
 16 records, Ms. Mahin Hakak, phoned the Plaintiff and alarmed that the January 2016
 17 rents had not yet been received when they in fact had been tendered to the care of Ms.
 18 Hakak on October 31, 2015.

19 25. Based on the false representations of Ms. Hakak, the Plaintiff issued a
 20 duplicate check for the January 2016 rents; which Ms. Hakak promptly deposited.

21 26. Ms. Hakak told the Plaintiff that the Jan 2016 rents were not yet received
 22 as of January, 7 2016, when she had in fact received said payments on October 31,
 23 2015. What Ms. Hakak had flagitiously done then was to materially alter the
 24 negotiable instrument issued on October 31, 2015 to reflect that the payment was for
 25 the rent due for December 2015, instead of January 2016.

26

27

28 COMPLAINT

1 27. Giving Ms. Hakak the benefit of the doubt and not having yet received his
2 bank statement, Plaintiff issued a check on that was to be for the February 2016 rents,
3 as a “duplicate” payment for the January 2016 rents.

4 28. Therefore, even as of October 31, 2015, even considering the fraudulent
5 conduct that Ms. Hakak had undertaking by altering the negotiable instrument to reflect
6 that it was rents for December 2015. When in fact the October 31, 2015 check was for
7 rents due for January 2016.

8 29. In sum, even though landlord Hakak, acted in a fraudulent, deceitful,
9 criminal, flagitiously, manner, her own alteration of checks demonstrated that as of
10 October 31, 2015, the rents were current to the month of December 31, 2015. No less
11 is referenced on the check itself where it is clear that the January 2016 date has been
crossed out and December 2015 has been hand filled in. See **Ex. C, Page 7.**

12 30. Wherefore, in a patent matter. It was quite obvious that the January 18,
13 2016 letter from Aronoff indicating that the payment for the property was 4 months in
14 arrears was incorrect as Ms. Hakak had admitted even by way of her forgery and
15 alteration of the negotiable instrument that the December 2015 rents had been paid and
16 had on January 7, 2016 collected a yet another check for the same month under the
17 supposition that she had never received October 31, 2015 check.

18 31. The party admission by Ms. Hakak of the fact that the December 2015
19 check (assuming her forged facts to be accurate in arguendo, as it is the position of the
20 plaintiff that the January 2016 rents had in fact been paid on October 31, 2015), the
21 Plaintiff could not have been arrears on January 18, 2016, for 4-months and a \$1,560
22 penalty; especially since between October 31, 2015 and January, 7 2016, Ms. hacker
23 not had fraudulently induced the Plaintiff to issue another check in the sum of \$3900 to
24 her.

25 32. One cannot find more ways in which the black letter, must less spirit of the
26 Act was violated as it was in this case.

33. 15 U.S.C. § 1692f specifically provides that a debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt, including, without limitation, collecting "any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law." 15 U.S.C. § 1692f.

34. Along with filing suit under 15 U.S.C. § 1692e, consumers are entitled to allege a violation of the relatively broad Section 1692f, which generally prohibits unfair or unconscionable acts. See *Edwards v. McCormick*, 136 F. Supp.2d 795, 806 (S.D. Ohio 2001) (quoting *Adams v. Law Offices of Stuckert & Yates*, 926 F. Supp. 521, 528 (E.D. Pa. 1996)) ("While § 1692d prohibits 'harassment or abuse,' and § 1692e forbids 'false or misleading representations,' § 1692f serves a backstop function, catching those 'unfair practices' which somehow manage to slip by §§ 1692d & 1692e. That is, '§ 1692f allows the court to sanction improper conduct that the FDCPA fails to address specifically.'")

35. It should be abundantly clear that the FDCPA, both in black letter, as well as the spirit of the Act were intentionally, maliciously, negligently, fraudulently, and improperly violated.

36. As a proximate result of Defendant conduct and noncompliance with the Fair Debt Collection practices outlined above, Plaintiff has been damaged in an amount according to proof and is entitled to compensatory, statutory, special and general damages and attorneys' fees.

WHEREFORE, Plaintiff prays judgment of the court as follows against each Defendant, jointly and severally as follows:

A. On the First cause of action, per 15 U.S.C. §§1692 et seq., for statutory, special, compensatory as well as general damages according to proof;

B. On the First cause of action, exemplary and punitive damages in an amount to be determined by the trier of fact;

COMPLAINT

C. On the Second cause of action, exemplary and punitive damages in an amount to be determined by the trier of fact;

D. plaintiff is entitled his actual damages encompass not only out of pocket losses, but also damages for anxiety, emotional suffering, embarrassment, and distress. Being threatened to being evicted from a property (his home for 3-years). Based on the false allegation that he had not paid rents when he had in fact paid such rents is such an extreme and outrageous conduct warranting substantial amount of punitive and treble damages. *Boyce v. Attorney's Dispatch Serv.*, Case No. C-94-347, 1999 WL 33495605, at *1 (S.D. Ohio 1999) (awarding actual damages for emotional distress; “Of the more than 100 cases under the FDCPA and the OCSPA that have been filed with this Court, this particular lawsuit involves the most egregious conduct by any defendant”). This is especially true when, as here, the Plaintiff was more than current on his rents, but was impermissibly pursued for additional rents and paid additional rents under false and fraudulent pretenses employed on him.

E. Under 15 U.S.C. § 1692f(1): A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt, including, without limitation, collecting "any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law."

F. For all attorneys' fees and costs incurred herein; and

G. For such other and further relief as the court deems just and proper.

JURY TRIAL REQUESTED

Plaintiff hereby requests a jury trial in this matter.

Respectfully submitted,

Dated: January 25, 2016

By: _____ /S/ _____
Payman Taheri, Esquire
Attorney for Plaintiff Moda

COMPLAINT

EXHIBIT “A”

LAW OFFICES OF
ROBERT C. ARONOFF
A PROFESSIONAL CORPORATION

January 18, 2016

Via U.S. Mail and Email:
mottv@l-mMconstruction.com

Mr. Mordecai Notis
Notis Enterprises
4221 Wilshire Boulevard, Suite 282
Los Angeles, CA 90010

Via U.S Mail and Email:
moda@msn.com

Mr. Kevin Moda
2170 Century Park East, Unit 1606
Los Angeles, CA 90067

**Re: 2170 Century Park East, Unit 1606
Los Angeles, CA 90067**

Dear Messrs. Moda and Notis:

This firm represents Brivanlou Pacoima, LLC, the successor to Harold Igdaloff the trustee of the 1993 Igdaloff Family which rented the referenced premisses to you beginning February 1, 2013. Mahin Hakak, the managing member of Brivanlou Pacoima, LLC informs me that as of this date, you are 4 months behind in your rent payments. Please refer to the attached ledger.

I am writing this letter as a courtesy to give you the opportunity to pay the outstanding amount in full without the inconvenience and legal expense of litigation.

The amount due is \$15,600, plus late fees of \$1,560.00. If the \$15,600.00 is paid before 5:00 pm on January 22, 2016, the late fees will be waived. If not, I have been authorized to begin legal proceedings to evict you from the premisses and collect the amount due, including late fees, attorney fees and court costs.

If you have proof of any payments other than as shown on the ledger, please provide them with your payment of the balance of the amount due.

Mr. Mordecai Notis
Mr. Kevin Moda
January 18, 2016
Page 2

Please understand, this is not the first in a series of collection letters. If the amount is not paid by 5:00 pm on January 22, 2016, we will proceed with the myriad of legal remedies available to my client.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert C. Aronoff".

ROBERT C. ARONOFF

Encl.

cc: Mahin Hakak

1606
CONDO
2015

| DATE | REMARKS | DEBIT | CREDIT | BALANCE |
|----------|--------------|-------|--------|---------|
| 01/01/15 | January | 3900 | | 3900 |
| 02/01/15 | February | 3900 | | 7800 |
| 03/01/15 | March | 3900 | | 11700 |
| 03/29/15 | chk 5083 | 0 | 3900 | 7800 |
| 04/01/15 | April | 3900 | | 11700 |
| 04/23/15 | Chk 5092 | | 3900 | 7800 |
| 05/01/15 | May | 3900 | | 11700 |
| 05/19/15 | Chk 5228 | | 3900 | 7800 |
| 06/01/15 | June | 3900 | | 11700 |
| 07/01/15 | july | 3900 | | 15600 |
| 07/13/15 | Chk 130 | | 3900 | 11700 |
| 07/23/15 | Chk 130 retd | 3900 | | 15600 |
| 07/29/15 | Chk 131 | | 3900 | 11700 |
| 08/01/15 | August | 3900 | | 15600 |
| 09/01/15 | September | 3900 | | 19500 |
| 09/12/15 | Chk 1058 | | 3900 | 15600 |
| 09/23/15 | Chk 1071 | | 3900 | 11700 |
| 01/15/08 | October | 3900 | | 15600 |
| 10/14/15 | Chk 1093 | | 3900 | 11700 |
| 10/31/15 | Chk 1112 | | 3900 | 7800 |
| 11/01/15 | November | 3900 | | 11700 |
| 12/01/15 | Decmber | 3900 | | 15600 |
| 01/01/16 | January | 3900 | | 19500 |
| 01/07/16 | January | | 3900 | 15600 |
| 01/07/16 | Balance due | | | 15600 |

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- Foreclosure of Mechanics Liens**

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Objections to Plans of Reorganization
Asset sales
Lease assumption/rejection
Objections to Exemptions
Preparing and Objecting to Claims
Preference Litigation
Fraudulent and Voidable Transfers

Robert C. Aronoff © 2016 | [Important Information](#)

 Email: Robert@AronoffLaw.com

EXHIBIT “C”



Check Image

Front of check

Bank Name: HSBC USA 1-800-321-1900 www.us.hsbcusa.com
00-43891222 5229
Kevin Moda Date 5-19-2015
Pay to the Order of Briverton Pacoma LLC \$3900.00
Thirty-Nine Thousand Dollars
HSBC BANK USA
For Aug 08 2015 J. Moda
401222408810 5229

| Posting Date | Account Number | Transaction Description | Amount |
|--------------|----------------|-------------------------|------------|
| 05/29/2015 | [REDACTED] | Check #5229 | \$3,900.00 |

Back of check

2043947164

CREDITED TO THE ACCOUNT OF
WITHIN NAMED PAYEE
LACK OF PROOF OF AUTHENTICATION
REFUSED
ALL INFORMATION IS UNAUDITED
WELLS FARGO BANK, N.A.
ALL INFORMATION IS UNAUDITED

[Print Image](#)



Check Image

Front of check

| | | |
|---|--|------|
| 00-0000122 | | 5092 |
| Kevin Moda | | |
| Date 4.25.15 | | |
| Pay to the Order of <u>Briverton Pagon</u> the sum of <u>\$3,900.00</u> | | |
| <u>Three Nine Hundred Dollars</u> <u>00/00</u> <u>Hundredths</u> | | |
| HSBC BANK USA | | |
| For <u>Andrea Zolot</u> | | |
| 01222406610 5092 | | |

| Posting Date | Account Number | Transaction Description | Amount |
|--------------|----------------|-------------------------|------------|
| 05/05/2015 | [REDACTED] | Check #5092 | \$3,900.00 |

Back of check

| |
|------------|
| 3540529148 |
|------------|

[Print Image](#)



Check Image

Front of check

Kevin Moda 5083
Date 3 25 2015
Pay to the Order of Birch Creek Recording, LLC \$ 3900 00
Thirty Nine Thousand Dollars 00/100 Dollars & 00/100
HSBC BANK USA
For 3/25/2015 [Signature] 5083
#1222408610 [REDACTED]

| Posting Date | Account Number | Transaction Description | Amount |
|--------------|----------------|-------------------------|------------|
| 03/31/2015 | [REDACTED] | Check #5083 | \$3,900.00 |

Back of check

5049627848

PRINTED ON 03/31/2015
TRANSACTION DATE 03/31/2015

[Print Image](#)

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

Silver Lake Real Estate, LLC

Check No. 6094

90-3782/1211-895

Date February 14, 2015

Pay to the Brivanlou Pacoima, LLC
Order of _____
Thirty Nine Hundred Dlls Zero Cents***** \$3,900.00***
DOLLARS

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VOID IF NOT CASHED WITHIN 15-
DAYS OF DATE OF ISSUE

Memo April 2170

006094 1211375220 [REDACTED]

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Silver Lake Real Estate, LLC

Check No. 6083

90-3782/1211-895

Date January 21, 2015

Pay to the Brivalou Pacoima, LLC
Order of _____
Thirty Nine Hundred Dlls and Zero Cents*****
\$3,900.00***
DOLLARS

COMERICA BANK CALIFORNIA

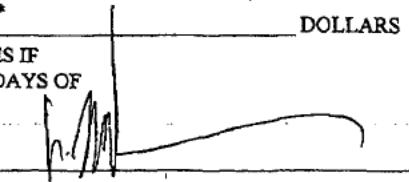
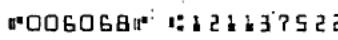
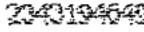
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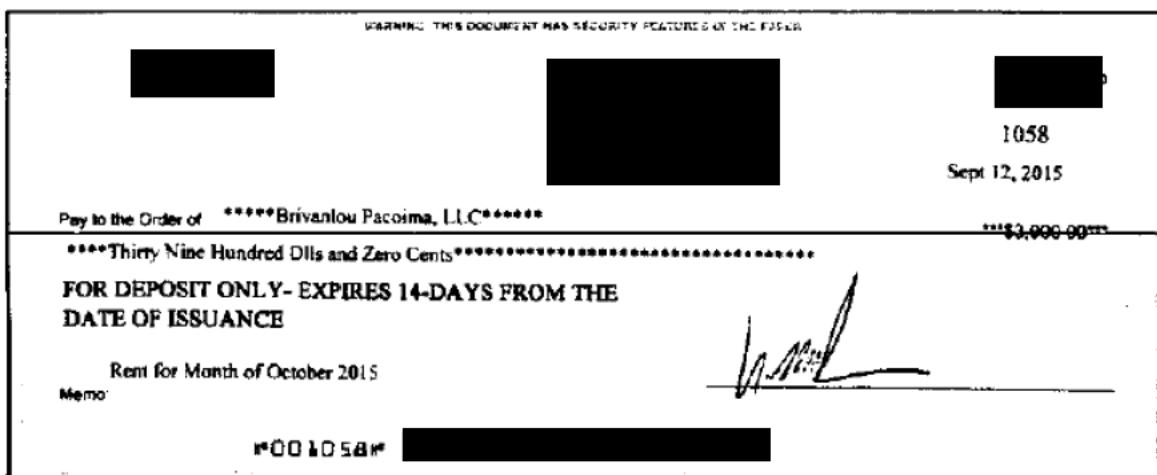
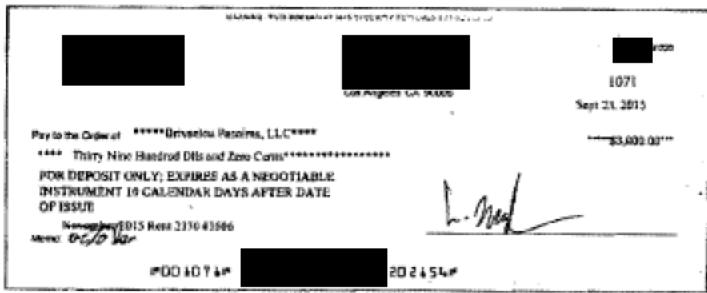
Memo 2170 Century Park, March

006083 1211375220 [REDACTED]

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| | |
|---|------------------|
| Silver Lake Real Estate, LLC | Check No. 6068 |
| | 90-3782/1211-895 |
| Date January 6, 2015 | |
| Pay to the Brivanlou Pacoima, LLC Order of Thirty Nine Hundred Dlls and Zero Cents***** ***\$3,900.00*** DOLLARS | |
| COMERICA BANK CALIFORNIA www.comerica.com | |
| FOR DEPOSIT ONLY- EXPIRES IF NOT TENDERED WITHIN 15-DAYS OF DATE OF ISSUANCE | |
| <i>Memo 2170 Feb</i>  | |
|  | |
| DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE | |
| <small>RECEIVED FROM AND HELD IN TRUST FOR AU00781</small> | |
| <small>PLEASE ENDORSE HERE</small> | |
|  | |
| <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto; margin-right: auto;"> A THIS CHECK IS PAYABLE TO THE ORDER OF THE PAYEE PAYMENT FOR WHICH IS UNCONDITIONAL AND IS SUBJECT TO ANNUAL INTEREST ABSENCE OF WHICH PREVENTS PAYMENT WHICH IS SUBJECT TO ACCRETION WHICH IS SUBJECT TO ACCRETION WHICH IS SUBJECT TO ACCRETION </div> | |
| <small>* FEDERAL BANKERS ACT 1627 - FEDERAL RESERVE REG. CC</small> | |

Date: 2015/01/12
CID: 0933-19AUG15
DIN: 970742457
Acct#: [REDACTED]
Ck#: 6068
Amt: \$ 3,900.00



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Objections to Plans of Reorganization
Asset sales
Lease assumption/rejection
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Preparing and Objecting to Claims
Preference Litigation
Fraudulent and Voidable Transfers